

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND  
(Southern Division)

BECKMAN COULTER, INC.  
250 South Kraemer Boulevard  
P.O. Box 8000  
Brea, California 92822-8000

Plaintiff

v.

CAMBRIDGE SYSTEMS, INC.  
14155 Newbrook Drive, Suite 350  
Chantilly, Virginia 20151

Serve Resident Agent:  
Madhavi Doki  
14150 Newbrook Drive  
Suite 250  
Chantilly, Virginia 20151

and

CAMBRIDGE GLOBAL  
SERVICES, INC.  
14155 Newbrook Drive, Suite 350  
Chantilly, Virginia 20151

Serve Resident Agent:  
Cambridge Systems, Inc.  
14155 Newbrook Drive  
Suite 350  
Chantilly, Virginia 20151

Defendants

Civil Action No.:

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COMPLAINT

NOW COMES, **BECKMAN COULTER, INC.**, Plaintiff, by and through its attorneys, Sidney S. Friedman, William H. Thrush, Jr., and Weinstock, Friedman & Friedman, P.A., and herein sues the Defendants, **CAMBRIDGE SYSTEMS, INC. and CAMBRIDGE GLOBAL SERVICES, INC.**, and for cause states that:

**JURISDICTION**

1. Jurisdiction is founded on diversity of citizenship and amount in controversy in accordance with 28 USC §1332. Venue is proper and in accordance with 28 USC §1391(a)(2).

2. The matter in controversy exceeds \$75,000.00, exclusive of interest and costs, as is required by 28 U.S.C. § 1332.

3. All of the goods, wares, and merchandise at issue in this lawsuit were delivered by Plaintiff and to the Defendants at Fort Detrick, Frederick County, Maryland.

**PARTIES**

4. Plaintiff, Beckman Coulter, Inc. (hereinafter "Beckman" or Plaintiff), is a Delaware corporation with its world wide headquarters located in Brea, California. Beckman is one of the nation's leading suppliers of equipment and supplies for medical testing laboratories.

5. Defendant, Cambridge Systems, Inc., is a corporation that is incorporated under the laws of the Commonwealth of Virginia, with its offices and principal place of business located in Chantilly, Virginia.

6. Defendant, Cambridge Global Services, Inc., is a corporation that is incorporated under the laws of the Commonwealth of Virginia, with its offices and principal place of business located in Chantilly, Virginia.

7. At the times hereinafter complained of, both Defendants acted in concert in their

dealings with Plaintiff.

8. Plaintiff adopts and incorporates by reference the Affidavit attached hereto with the same force and effect as if fully set forth herein.

**COUNT I**  
**Account Due and Owing**

9. Plaintiff realleges and fully incorporates by reference paragraphs 1 through 8 as set forth above.

10. There is currently a past due account receivable due and owing to Plaintiff, and from the Defendants, for certain goods, wares, and merchandise sold and delivered to Defendants at the special instance and request of Defendants.

11. The money found to be due from Defendants and to the Plaintiff is on an account stated between them, as evidenced by copies of invoices, and a terms and conditions page which are attached to this Complaint as Exhibit 1, and are prayed to be made a part hereof. Additionally the amounts owed are illustrated by the account aging charts attached hereto as Exhibit 2 and prayed to be made a part hereof.

12. The amount of monies due and owing is further verified and supported by an affidavit from Plaintiff, a copy of which is attached to this Complaint as Exhibit 3, and is prayed to be made a part hereof.

13. There currently remains an outstanding and overdue balance in the amount of \$865,091.83, due and owing for goods, wares, and merchandise, provided by Plaintiff and to the Defendants.

14. Although demand for payment has been made repeatedly by Plaintiff and to the

Defendants, Defendants have failed and refused to pay the sums owed to the Plaintiff.

WHEREFORE, Beckman Coulter, Inc., Plaintiff, demands judgment against the Defendants, Cambridge Systems, Inc. and Cambridge Global Services, Inc., jointly and severally, for the sum of \$865,091.83, plus attorneys fees, plus post-judgment interest, and costs of this action.

**COUNT II**  
**Breach of Contract**

15. Plaintiff realleges and fully incorporates by reference paragraphs 1 through 14 as set forth above.

16. On March 25, 2009, Defendants executed a Purchase Order whereby Plaintiff agreed to provide certain goods, wares, and merchandise to the Defendants at Defendants' request, and Defendants agreed to tender payment to Plaintiff upon receipt of certain invoices.

17. The Purchase Order is a binding written contract between the parties. A copy of the Purchase Order is attached to this Complaint as Exhibit 4, and is prayed to be made a part hereof.

18. At all times material to this Complaint, Plaintiff fully performed as agreed by the parties, and pursuant to the terms of the contract between them.

19. In a material breach of contract, Defendants have failed and refused to tender payment to Plaintiff for the goods, wares, and merchandise as agreed in the Purchase Order.

20. As a result of Defendants' failure to pay, Plaintiff has suffered significant damages.

WHEREFORE, Beckman Coulter, Inc., Plaintiff, demands judgment against the Defendants, Cambridge Systems, Inc. and Cambridge Global Services, Inc., for the sum of \$865,091.83, plus attorneys fees, plus post-judgment interest, and costs of this action.

**COUNT III**  
**Unjust Enrichment**

21. Plaintiff realleges and fully incorporates by reference paragraphs 1 through 20 as set forth above.

22. The shipments of goods, wares, and merchandise that Plaintiff delivered to Defendants at Defendants' request were a benefit conferred upon Defendants by the Plaintiff.

23. The prices charged by Plaintiff were the fair, reasonable, and market prices that prevailed at the times of the transactions.

24. The prices charged by Plaintiff were the prices that Defendants agreed to pay.

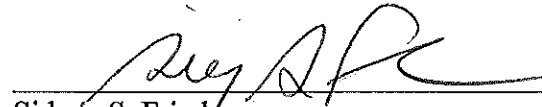
25. When Defendants received the shipments of goods, wares, and merchandise, Defendants were aware of the benefit.

26. Although Defendants received the shipments of goods, wares, and merchandise, Defendants have failed and refused to pay Plaintiff as agreed.

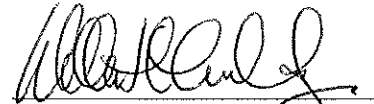
27. Defendants' acceptance and retention of the goods, wares, and merchandise without paying for them constitutes circumstances under which it would be inequitable to allow Defendants to retain the benefit of the products without the payment of value in return.

WHEREFORE, Beckman Coulter, Inc., Plaintiff, demands judgment against the Defendants, Cambridge Systems, Inc. and Cambridge Global Services, Inc., for the sum of \$865,091.83, plus attorneys fees, plus post-judgment interest, and costs of this action.

Respectfully Submitted,  
WEINSTOCK, FRIEDMAN & FRIEDMAN, P.A.



Sidney S. Friedman  
Federal Bar No.: 00356  
ssf@weinstocklegal.com



William H. Thrush, Jr.  
Federal Bar No.: 12447  
wht@weinstocklegal.com

4 Reservoir Circle  
Baltimore, Maryland 21208-7301  
(410) 559-9000

Attorneys for Plaintiff